

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁶⁵⁶ OF 1999

BETWEEN:

RAEQUEL RHODES

PLAINTIFF

-and-

RICHARD McLAUGHLAN

FIRST DEFENDANT

-and-

LEMMIE'S TRUCKING SERVICES (1989) LIMITED

SECOND DEFENDANT

WRIT OF SUMMONS

TO: Both Defendants
In care of Lemmies Trucking Services (1989) Limited
Registered Office
Thompson Shipping Centre
P.O. Box 1708 GT
Grand Cayman, Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice

Issued this ²⁵ day of ^{October} 1999

NOTE- This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

INDORSEMENT OF INSURER

The Plaintiff's claim arises out of the use of a motor vehicles on a public road. The insurer of the Defendant named herein is British Caymanian Insurance whose address for service is P.O. Box 74 GT, Grand Cayman, Cayman Islands

STATEMENT OF CLAIM

1. The Plaintiff is an individual residing in the Cayman Islands.
2. The First Defendant was at all material times an employee of the Second Defendant and the operator of the vehicle described as a Ford 9000, bearing vehicle licence plate number 41097 (referred to as the "Defendants' vehicle").
3. The Second Defendant, Lemmie's Trucking Services (1989) Limited (hereinafter referred to as "Lemmie's Trucking"), is a company which is formed under the Laws of the Cayman Islands and has its registered office at Thompson Shipping Centre, P.O. Box 1708 GT, Grand Cayman, Cayman Islands. At all material times, it was the owner of the Defendants vehicle.
4. The Plaintiff was at all material times employed by Seaview Hotel & Dive Center as a manager of hotel and restaurant services.
5. On August 27, 1998 at approximately 11:00 a.m, the Plaintiff was operating her bicycle on Harbour Drive in George Town. The Plaintiff had completed banking transactions at the Westwind Branch of Cayman National Bank and had entered onto the road in a safe and lawful manner. She was travelling south on Harbour Drive at the time of the accident.
6. At or about the same time, the Defendant's vehicle was operated by the First Defendant. The First Defendant was at that time in the employment of the Defendant as a truck driver or, alternatively, was authorized by the Second Defendant to operate the Defendants' Vehicle.
7. The Defendant's vehicle consisted of both a truck and a trailer. The Defendant's vehicle was also travelling south on Harbour Drive. The truck portion of the Defendant's vehicle passed the Plaintiff. However, the rear portion of the trailer contacted the Plaintiff knocking her off her vehicle and onto the road surface. Prior to and at the time of impact, the Plaintiff was safely and lawfully operating her bicycle on the public roadway.
8. As a result of the above, the Plaintiff sustained injuries as follows:
 - a. Substantial bruising and abrasions to her face and head;
 - b. Damage to her left eye;
 - c. General bruising to her back, neck and legs;
 - d. Scarring on the left side of her face and forehead;
9. The Plaintiff was taken to George Town Hospital in George Town, Grand Cayman where emergency treatment was performed.

10. The Plaintiff sustained a period of convalescence and healing of a number of months.
11. The Plaintiff will continue to bear permanent scars to her face as a result of the accident.
12. The Plaintiff was unable to work at all from August 27, 1998 through to September 27, 1998. The Plaintiff was able to and did work half time from September 28 through to October 12, 1998 after which time the Plaintiff returned to full time duties.
13. At the time of the accident the Plaintiff received weekly salary of CI\$550.00.
14. As a result of the accident the Plaintiff incurred medical expenses.
15. By reason of her injuries, the Plaintiff has sustained loss and damage.

PARTICULARS OF SPECIAL DAMAGES

(a)	Medical expenses	
	Medication	CI\$ 41.65
	Professional Medical Treatment & Report	CI\$ 155.00
	Island Chiropractic	CI\$ 690.00
	Dr. Lloyd Carlsen (Cosmetic Surgeon)	CI\$ 200.00
	C.I. Health Services	CI\$ 1570.63
(b)	Loss of Salary	CI\$2760.00
Total		CI\$5417.28

16. The Plaintiff has suffered pain and loss of amenities as a result of her injuries.
17. The above injuries were caused by the First Defendant's negligence.
18. The Second Defendant, as employer of the First Defendant, is vicariously liable to the Plaintiff for injuries and damages caused by the negligence of its employee.

PARTICULARS OF NEGLIGENCE

The First Defendant:

- a. failed to keep a proper lookout;
- b. failed to keep the Defendant's motor vehicle under proper control;
- c. on the occasion in question, he was an incompetent driver lacking in reasonable skill and self-command and ought not to have attempted to operate a motor vehicle;
- d. failed to take reasonable care to avoid an accident which he saw or should have seen was likely to happen;
- e. failed to exercise due care and skill in the management of her motor vehicle;
- f. failed to observe the rules of the road as required by The Traffic Law (1991)

19. By reason of the said negligence of the First Defendant and resulting accident, the Plaintiff has, continues to have and is expected to continue to have personal injuries and, accordingly, has suffered injury, loss and damage.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANTS:

- (a) SPECIAL damages;
- (b) GENERAL damages;
- (c) PRE-JUDGMENT interest in accordance with sec 34 of the Judicature Law (1995 Revision);
- (d) POST JUDGMENT interest in accordance with s 34 of the Judicature Law (1995 Revision);
- (e) FURTHER and other relief;
- (f) COSTS.

Dated this 25th day October


 COLLINS BROADHURST & FURNISS
 Attorneys-at-Law for the Plaintiff

TO: Clerk of the Court

AND TO: Defendants

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest, during the period from February 1, 1998 to December 31, 1998, was 7.875 per cent per year;
- ii. The prescribed rate of interest from January 1, 1999 is 7 per cent per year;
- iii. The date from which interest accrues on the loss of income claim is from October 12, 1998;
- iv. The date from which interest accrues on the medical expenses is October 5, 1998;
- v. The total interest on the special damages claimed as at the date of the issue of the writ of summons is CI\$398.57\$;
- vi. The amount of interest accruing each day following the issue of the writ is CI\$1.04.

This Writ of Summons and Statement of Claim was filed by COLLINS BROADHURST & FURNISS, whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

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LEMMIE'S TRUCKING SERVICES (1989) LIMITED

SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)
Yes No
3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff.
Yes

Service of the Originating Summons is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for Service:

Notes on address for service

Attorney: when the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Island, he must give an address in grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any in the box below:

Collins Broadhurst & Furniss
Attorneys-at-Law
40 Linwood Street
P.O. Box 2503 GT
Grand Cayman, Cayman Islands

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any in the box below:

[Empty box for defendant's attorney indorsement]

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. 495GT, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in Person)

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

See next page for notes for guidance.

Please complete next page

Notes for guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is used in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Originating Summons)".
5. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company cannot take any further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office